



COUNTY OF CULPEPER

RFP NO. AP-08-1301

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL ARCHITECTURAL SERVICES
(TERMINAL DESIGN)

October 9, 2007

101 S. West Street, Suite 300
Culpeper, Virginia 22701

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I. INTRODUCTION

A. General Information

The Culpeper County Regional Airport is requesting proposals from qualified firms with expertise in professional architectural services for an airport terminal design. The solicitation of proposals as a result of this RFP is for the purpose of retaining the services of architecture design, and construction oversight for the Culpeper County Regional Airport.

In accordance with the approved Culpeper Regional Airport Layout Plan, the necessary airside infra-structure improvements (i.e., runway and taxiway extension, apron expansions, etc.) have now been completed as well as the rough site grading for a new general aviation airport terminal building (Exhibit A).

The County and its Airport Commission are committed to providing a modern terminal facility that will reflect the character and high quality standards of the community and be able to meet the increasingly sophisticated demands of the general aviation and business aviation traveling public.

Culpeper County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act on the basis of such organization's religious or charitable character. Reasonable accommodations will be provided to person with disabilities, if required.

This procurement is governed by the procedures of the Virginia Public Procurement Act and the procurement procedures of the County of Culpeper. Where applicable, the meaning of a word or phrase used herein shall be the meaning given in the Virginia Public Procurement Act. Specifically, this procurement of professional services will follow the procedures in Sec. 2.2 of the Code of Virginia.

Culpeper County will adhere fully to the rules and procedures of the QSP based on compliance with the Brooks Act. Discussions concerning fees whether informal or non-binding will only be initiated after the number one ranked firm is identified and negotiations are formally started.

Offerors are not to submit estimated man-hours or cost for services with their proposals. At the discussion stage, the County will discuss non-binding estimates of cost.

There is no expressed or implied obligation for the County of Culpeper to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

All references to "County," "Culpeper County", or Culpeper County Regional Airport" means "County of Culpeper, Virginia"

To be considered, one (1) original and five (5) CD copies (or 5 hard copies) of a proposal must be received by the County of Culpeper, Purchasing Agent, Culpeper County Procurement Office, 101 South West Street, Suite 300, Culpeper Virginia 22701 and no later than 2:00 P.M., Thursday, November 8, 2007. The County of Culpeper reserves the right to reject any or all proposals submitted.

An Airport Advisory Selection Committee, selected by the Airport Committee Chairman, will evaluate proposals submitted.

During the evaluation process, the Airport Advisory Selection Committee and the County of Culpeper reserves the right, where it may serve the County of Culpeper's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the County of Culpeper or the Airport Advisory Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County of Culpeper reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the contract between the County of Culpeper and the firm selected.

It is anticipated the selection of the firm will be completed by December 3, 2007. Following the notification of the selected firm it is expected a contract will be executed between both parties by January 8, 2008.

II. PROPOSAL REQUIREMENTS

- A. The Proposal shall provide all information necessary for the Culpeper County Regional Airport to evaluate the suitability of the proposing firm to provide the architectural services described herein. The proposal shall demonstrate the experience, resources, and capabilities of the proposer to perform these services. Each Proposer submitting a proposal shall include a statement that they are willing

and able to provide all the architectural services as required by the County. The proposal evaluation criteria are set forth in greater detail in Section VI below.

- B. The proposal shall contain a **CONCISE** summary of the subject items described in the proposal evaluation criteria and should include the following sections: Summary of Qualifications; Organizational Structure; Architecture Service Approach; Past Experience and References; and Key Personnel.
- C. The proposal shall include a description of the firm's organization and resources available for the design, and construction oversight to assist the County.
- D. The proposal shall include a description of key personnel to be assigned to the project; they're past experience, current certifications and availability. Proposers should submit with the proposal a resume of each of the Proposer's key personnel to be assigned to the Culpeper County Regional Airport.
- E. Proposer shall provide the following information and documentation with their proposal documents:
 - 1. Name of company (or business entity) submitting proposal.
 - 2. Type of business entity (e.g., corporation or partnership – submit certificates of good standing; articles, by-laws, etc).
 - 3. Place(s) of incorporation.
 - 4. Name, location, and telephone number of the representative to contact regarding all matters.
 - 5. Name(s), address(s), and function(s) to be performed by any and all subcontractors, vendors, partners, or consultants to be involved in performance of the contract work.
 - 6. Federal Tax Identification Number.
- F. The Proposer must provide a list of their most recent architectural relationships within the Commonwealth of Virginia. The references must include names, addresses, and telephone numbers of contact person as well as a brief description of work.

III. PROFESSIONAL ARCHITECTURAL SCOPE OF SERVICES

The detailed concept layout for the proposed two-story terminal building ($\pm 11,000$ SF) is attached as Exhibit B. The first floor of the facility will provide the traditional general aviation airport terminal functions. The second floor will be “roughed-in” for future tenant lease and build-out. Conceptually, all of the proposed functions and spaces have been developed so as to enable the users of the building to take full advantage of the latest innovative security and convenient access control technologies.

The selected architect is expected to use the following base concept for the intended scope of services:

1. Development of the final architectural design drawings. The necessary landside (i.e. auto parking, utilities, roadway access, site lighting, etc.) facilities will be simultaneously designed by others in a combined team effort lead by the County’s representative.
2. Work closely with the other design professionals within the design team to implement these architectural design goals and objectives through the use of the newest enabling technologies. Substantial funding will be provided through state and federal grants.
3. Attend meetings with Culpeper Regional Airport Advisory Committee, and if necessary, the Culpeper County Board of Supervisors.
4. Prepare bid documents, and construction oversight of the project.
5. Develop necessary time schedules to assure that all work is initiated and completed in a timely manner including all work associated with the issuance of bonds and notes.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued		10/09/2007
Proposals Due, Before	2:00 P.M.	11/08/2007
Selected Firm notified/interviewed		11/30/2007
Contract Date		01/08/2008

V. SUBMITTAL INSTRUCTIONS

Each offeror shall submit one (1) original and five (5) CD copies (or 5 hard copies) of its proposal.

Each proposal shall be in writing. Oral proposals, proposals received by telephone, telecopier, fax or telegraph, shall be rejected.

Offerors are not to submit estimated man-hours or cost for services with their proposals. At the discussion stage, the County may discuss non-binding estimates of cost.

Proposals shall contain: a cover letter one page; a table of contents; and the following specified information in the order listed:

1. General history of the firm and its organization. Limit of two (2) pages.
2. Detailed description of the firm's most recent experience on three (3) similar type projects.
3. Comment on the similarities of the projects relative to the Culpeper County Regional Airport project. Describe the highlights of each project and provide the following information, limited to one (1) page for each project:
 - a. Size of project and nature of deliverables.
 - b. Was work completed on time?
 - c. Person to contact for each project and telephone number.

4. Description of the firm's approach to the Culpeper County Regional Airport project including a detailed scope of services to be performed. Itemize the major tasks involved in performing the architectural work and the estimated time required to complete each task. Describe proposed deliverables and their use.
5. Detailed Resumes of the Offeror's Staffing for the Culpeper Regional Airport project.
6. Detailed list of subcontractors the Architect may use in the course preparing designs and bid documents

Proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the offeror, its mailing address, its telephone number, and the following identification:

**“RFP #AP-08-1301: PROFESSIONAL ARCHITECTURAL SERVICES
(TERMINAL DESIGN)”**

If a proposal is delivered by mail or by a parcel service, it shall be enclosed in an inner envelope/package labeled as required in the previous statement, and the inner envelope/package shall be enclosed in a mailing envelope or package.

The proposal must be signed by a person in order to be considered. If the offeror is a corporation, limited liability company, or other business organization, the proposal must be submitted in the name of the corporation or business, not simply the corporation's or business's trade name. The offeror must state the corporate or other title of the individual signing the proposal, and shall state that such individual is authorized to act on behalf of the offeror. The Signature/Certificate of no collusion sheet is the last page of this proposal and shall be signed.

All erasures, interpolations and other changes in the proposal shall be signed or initialed by the offeror. A proposal containing any conditions, omissions, erasures, alternations, or items not called for in the request for proposal may be rejected by the County as incomplete.

SUBMITTAL AND RECEIPT OF PROPOSALS: Each proposal must be received in the Culpeper County Purchasing Office, located at 101 South West Street, Suite 300, Culpeper, Virginia 22701, no later than 2:00 P.M. on Thursday, November 8, 2007.

Each proposal mailed, delivered or sent by a parcel service must be addressed to:

**County of Culpeper Procurement
Attn: Alan H. Culpeper,
Purchasing Agent
101 South West Street, Suite 300
Culpeper, Virginia 22701**

Proposal not received in the Culpeper County Purchasing Office by the date and time requested, for any reason whatsoever, will be rejected as untimely.

Each proposal will be time stamped upon its receipt and will be retained unopened in a secure location until the time and date set for the receipt of the proposals. The time for the receipt of proposals shall be determined by the time stamp in the Purchasing Office. Each offeror is responsible for assuring that its proposal is stamped by the Purchasing Office personnel by the deadline indicated.

In determining whether a mailed proposal is timely, no consideration will be given to the date of the postmark.

Each late proposal shall be returned unopened to the offeror.

IDENTIFICATION OF PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the offeror must specifically invoke the protections of Code of Virginia Sec. 2.2-4342 prior to or upon submission of the trade secrets or proprietary information. The offeror must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.

Any offeror shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The offeror shall state the reasons why protection is necessary on a separate page of the proposal.

Any offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Culpeper County's ultimate award of the contract.

The County reserves the right to contact an offeror and to request that the offeror explain or clarify why the offeror identified certain information as a trade secret or as proprietary information.

Any offeror shall not identify as trade secret or proprietary information their entire, completed proposal.

ADDENDA: An offeror who requests clarification or interpretation of or improvements to this RFP's general terms, conditions, specifications or requirements shall make a written request which must be received in the Culpeper County Purchasing Office at least seven calendar days prior to the date set for the receipt of proposals.

If the Culpeper County Purchasing Office determines clarification or further information is necessary, it shall issue an addendum to this RFP. The addendum shall be issued no later than five calendar days prior to the date set for the receipt of proposals.

An addendum extending the date for the receipt of proposals or withdrawing this RFP may be issued at any time prior to the date set for the receipt of proposals.

It is the responsibility of each prospective offeror to provide the Culpeper County Purchasing Office with the name, address, telephone number and fax number of the person to whom addenda should be sent.

The Culpeper County Purchasing Office may issue an addendum by fax or by any other means.

COMMENTS: It is Culpeper County's intent that this RFP promote competition. Each offeror is responsible for advising the County if any language, requirements, specifications, or other elements of this RFP inadvertently restrict or limit the requirements stated in this RFP to a single source. The notification must be received by the Culpeper County Purchasing Office not later than seven days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Culpeper County solicits comments from all offerors concerning this RFP.

COMMUNICATIONS: Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications with the Culpeper County Purchasing Office referred to in this RFP, must be made to:

Tanya Woodward
Airport Manager
Culpeper County Regional Airport
12517 Beverly Ford Road
Culpeper, VA 22701
(540) 825-8280
twoodward@culpepercounty.gov

VI. EVALUATION PROCEDURES

The Airport Advisory Evaluation Team (Selected by the Airport Advisory Committee Chairman) will independently read, review and evaluate each proposal and a recommendation will be made on the basis of the criteria listed below.

1. Qualification and experience of the firm. In particular, experience of specific employees who will be assigned to the County of Culpeper.
2. Availability of architects to meet with County and Airport staff on an ongoing basis and communicate with appropriate County officials who are responsible for the Culpeper County Regional Airport administration.
3. Responsiveness of the written proposal.
4. Performance record and demonstrated ability to work with a municipal organization to provide the requested architectural services.
5. Comprehension and soundness of assessing the proposed and role of the architectural services to meet the objectives of the Culpeper County Regional Airport.
6. Key personnel
 - a) Experience, qualifications, and technical competence of personnel proposed to be assigned to the project.
 - b) Proposer's commitment to provide identified personnel for the duration of the contract.

Once each member of the committee has independently read and rated each proposal, based on the criteria listed above, a preliminary evaluation rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the committee will conduct interviews with the top ranked firms. During the interview process, non-binding price proposals and costing data can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost, the committee will finalize the rankings, including consideration of costs of services. Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations will then proceed with the next highest ranked firm until an agreement is reached. The Airport Advisory Evaluation Team will conduct all

subsequent negotiations and will make a recommendation to the Airport Advisory Chairman.

VII. GENERAL CONDITIONS

NON-DISCRIMINATION CLAUSE: In accordance with Section 2.2-4311 of the Code of Virginia, every contract for goods or services over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - A. The Architect will not discriminate against any employee or applicant for employment because of disability or because of race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - B. The Architect, in all solicitations or advertisements for employees placed by or on behalf of the Architect, will state that such Architect is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Architect shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The County reserves the right to make inquiries to any current and/or former contracts/clients, whether or not the clients are identified by the offeror in the proposal.

CERTIFICATE OF NO COLLUSION: Offeror agrees to certify by filling out and executing the attached CERTIFICATE OF NO COLLUSION that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended.

Furthermore, offeror understands that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

TAXES: Culpeper County is exempt from state, local and federal sales, use, or excise taxes.

MODIFICATION OF PROPOSALS: A proposal may be modified or corrected until the date and time those proposals must be received. A modified or corrected proposal received after the date and time that the proposals must be received shall be rejected.

An offeror who intends to modify or correct its proposal shall immediately notify the Culpeper County Purchasing Office in writing of its intentions.

A modified or corrected proposal shall be submitted as required and the wording "Supersedes all previous submissions" shall be noted on the outside of the sealed envelope.

An offeror selected for negotiation with the County may be permitted to amend or modify its proposal, but only if approved by the County.

WITHDRAWAL OF PROPOSALS: A proposal may be withdrawn any time prior to the date and time that proposals must be received.

An offeror who intends to withdraw its proposal shall immediately notify the Culpeper County Purchasing Office in writing of its intentions.

A proposal may not be withdrawn after the date and time that proposals must be received and for ninety (90) days thereafter.

REJECTION OF PROPOSALS: The County of Culpeper reserves the right, at any time prior to the award of the contract, to reject any or all proposals, or any part thereof, to make no award, or to issue a new RFP.

INSPECTION OF RECORDS: Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening of all proposals but prior to award, except in the event the County decides not to accept any of the proposals. Otherwise, proposal records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

RELIANCE UPON REPRESENTATIONS: The County of Culpeper assumes no responsibility for any oral instruction, suggestions or interpretation given by any County officer, employee, agent or consultant to any offeror.

The statements contained herein are made for the purpose of informing and assisting prospective offerors in preparing proposals. None of the statements contained herein shall be construed to be a warrant or a representation of the County of Culpeper, Virginia, its officers, employees, agents or consultants. The County of Culpeper, Virginia, and its officers, employees, agents and consultants shall not be liable to any offeror or persons for any statement contained herein.

EXCEPTIONS: All exceptions shall be stated, no matter how seemingly minor. Any exceptions not taken shall be assumed by the offeror to be included in the proposal, regardless of the cost to the offeror.

OTHER TERMS: Any costs incurred by any offeror during the competitive sealed proposal process, including but not limited to the costs incurred in preparing or submitting a proposal, shall be the offeror's sole responsibility. The County will not reimburse an offeror for any such costs.

All offeror inquiries or correspondence relating to or in reference to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted by any offeror shall be the property of Culpeper County.

VIII. CONTRACT REQUIREMENTS

CONTRACT REQUIREMENTS - GENERAL: The contract documents shall consist of the contract agreement, the proposal submitted by the successful offeror, this RFP, including the terms, conditions and required contract provisions but subject to the next paragraph, all attachments and modifications or corrections to the RFP, Insurance Certificates and the Certificate of No Collusion.

The County reserves the right to amend or waive any of the required contract provisions and the right to use the contractor's standard contract form, either with or without modifications thereof.

REQUIRED CONTRACT PROVISIONS: The Architect shall indemnify and hold harmless the County of Culpeper, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which

result from error, omissions, or negligent acts of the Architect, its subcontractors and their agents and employees.

The Architect's relationship with the County shall at all time be that of an independent Architect. The contract documents shall not be construed to designate the Architect, or any of its officers or employees, as employees or agents of the County.

Subject to the provisions below, the contract may be terminated by the County upon ninety days advance written notice to the Architect. The Architect will be paid for the reasonable value of work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until the work or services are completed and accepted.

In the event the contract is terminated or canceled upon request and for the convenience of the Culpeper County, without the required ninety days advance written notice, the County shall negotiate reasonable termination costs, if applicable.

Termination by Culpeper County for cause, default or negligence on the part of the Architect shall be excluded from the foregoing provision. The ninety days advance notice requirement is waived in the event of termination for cause, default or negligence on the part of the Architect, and the County shall not pay any termination cost in such cases.

During the term of the contract, the Architect shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of the contract. The contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Architect desires to undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Architect's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have denied its consent if no action is taken by the County within said ten-day period.

The Architect shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Architect on the work to be performed under the contract or in any way connected therewith. The Architect shall comply with all administrative regulations and rulings thereunder with respect to any of the matters. The Architect shall reimburse the County for any of the contributions or taxes, or both, or

any part thereof, if by law the County may be required to pay the same or any part thereof.

The Architect shall not assign or transfer its interest in the contract or any of its respective rights hereunder without the prior written permission of Culpeper County.

The Architect acknowledges that Code of Virginia, sections 2.2-4367 through 2.2-4377, which are part of the Virginia Public Procurement Act, relating to Ethics in Public Contracting, are applicable to the contract.

The Agreement will be subject to annual funding by the Board of Supervisors of the County of Culpeper, Virginia for services and work specified hereunder. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in the Agreement and other contract documents, this Agreement shall be deemed canceled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the contractor within Ninety (90) days of the Board of Supervisors' Final approval of the annual County Budget. When funds are not appropriated or otherwise made available to support continuation of performance of the service or work that is subject of this Agreement in a subsequent fiscal year, the Agreement shall be canceled in accordance with this provision and the Architect shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the or services delivered under the Agreement.

IX. INSURANCE REQUIREMENTS

The Architect shall, during the performance of the contract, keep in force at least the following minimum limits of Insurance:

Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia.

Insurance in the following amounts is required:

<u>Type of Insurance</u>	<u>Each Person</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Worker's Compensation			
Public Liability	Statutory	Statutory	
Property Damage			\$1,000,000
Contractor's Protective			
Public Liability	\$1,000,000	\$1,000,000	
Contractor's Protective			
Property Damage			\$1,000,000
Contractual Liability	\$500,000	\$1,000,000	
Contractual Property			
Damage			\$1,000,000
Completed Operations and			
Products Liability	\$500,000	\$1,000,000	\$1,000,000
Vehicle Liability	\$1,000,000	\$1,000,000	\$1,000,000

X. CERTIFICATE OF NO COLLUSION

The undersigned does hereby certify that in connection with the procurement to which this Certification of No Collusion is incorporated/attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2007.

Name of Firm/Corporation Submitting proposal:

By: _____

Signature: _____

Title: _____

Address: _____

Federal I. D. # _____

Telephone Number: _____

SUBSCRIBED AND SWORN to before me by the above named
_____ on the _____ day of _____, 2006.

Notary Public in and for the State of _____

My commission expires: _____

(RETURN THIS PAGE)